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Contract No. S-AQMPD-07-C0054
Local Guard Services Kabul, Afghanistan

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data, and police checks on all Contractor personnel who will be working under this contract before they report for duty. The Government shall issue identity cards to approved Contractor personnel. These personnel shall display their identity cards on the uniform at all times while on duty. These identity cards are the property of the Government. The Contractor shall return all identity cards when the contract is completed, when a contractor's employee leaves this contract, or at the request of the Government.

The Contractor shall maintain a TOP SECRET (TS) facility security clearance for the duration of this contract. As noted in Section C.3.4.1, the circumstances require the Project Manager and Deputy Project Manager to have TS personnel security clearances to perform under this contract. As noted in Section C.3.4.2, the circumstances require the Guard Force Commander, ERT Commander, ERT Supervisor, Site Supervisors, Shift Supervisors, ERT Senior Guard and Dispatcher/Senior Guard to have a SECRET personnel security clearances to perform under this contract. If the contractor must substitute any personnel into these positions, it must be done so in accordance with the contract and the individual must have either a TS clearance or SECRET clearance prior to contract performance.

H.2. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR, SUBCONTRACTOR AND/OR LEASED EMPLOYEES. The Contractor employees or subcontractor employees shall subject all its personnel to the Government's approval. All employees and subcontractor and/or leased employees must pass a suitable investigation conducted by the Contractor, which shall include the following: proof of successful employment during the past three years as well as recommendation(s) from their respective supervisor(s), a police check covering criminal and/or subversive activities, a check of personal residence, a credit investigation, and medical clearance. For employees, who will operate vehicles in performance of this contract, the Contractor will review the individual's traffic record for the past five years to assure compliance with H.13.

The Contractor shall provide records of all investigations in summary form to the COR and DS/IP/OPO for review and approval/disapproval as described in Section F.6. **Included in the summary package shall be the clearances and/or eligibility determinations described under H.2.2.** The investigation record shall be part of the administrative file (see Section C). The Contractor shall not use any employee(s) or subcontractor employee(s) under this contract without Government approval.

DS will not begin the security clearance/MRPT determination process until the Contractor certifies in writing they have conducted the police, residential and credit checks identified in H.2. The bio form, provided upon contract award (Exhibit M), will serve as the basis for the Contractor's certification.

The Contractor shall not utilize/bill for employees or subcontractors who have not received approval under this clause (See Exhibit R for COR Approval Package). Only productive hours are billable. Billable hours are those hours worked in accordance with Exhibit A, or those specifically ordered through the Additional or Emergency Services clause.

H.2.1 PERSONNEL REQUIRING TOP SECRET (TS) and SECRET CLEARANCES. As noted in Section C.3.4.1, the Project Manager and Deputy Project Manager must have TS

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personnel security clearances prior to performance under this contract. As noted in Section C.3.4.2, the Guard Force Commander, ERT Commander, ERT Supervisor, ERT Senior Guard, Site and Shift Supervisors, and Dispatcher/Senior Guard must have a SECRET personnel security clearances prior to performance under this contract.

The Contractor shall process these personnel for TS and SECRET personnel security clearances through the Defense Security Service. Visit Authorization Requests (VAR) for these personnel shall be sent to the Department of State, DS/IS/IND, Washington, DC 20520 via facsimile at 571-345-3000. Letters of Consent issued by Defense Security Service or a printout of the Joint Personnel Adjudication System (JPAS) must be attached to all VARs, in accordance with the Contract Security Classification Specification (DD Form 254). In extenuating circumstances, the Bureau of Diplomatic Security may, instead, process designated contractor personnel for TS (personnel security) clearances and SECRET (personnel security) clearances. If it is determined that Diplomatic Security will conduct the investigation, the Contractor must provide the requisite forms to DS/IS/IND, upon request.

H.2.2 WRITTEN CERTIFICATION. The Contractor shall provide written certification that pre-employment checks have been conducted for ALL employees nominated by the Contractor for placement in ALL positions under this contract. The Contractor shall certify that ALL prospective ESF employees (new hires and incumbents), excluding Site Support Services, have completed the basic training course as well as all other applicable training required for their labor category. The Contractor shall certify that all contractor employees and subcontractors meet the established standards and criteria. (See Exhibit R - COR Approval Packets.)

Contractor shall submit COR Approval Packets as required under F.6 to dsopokabulesf@state.gov.

H.2.3 HEALTH. ALL contractor employees or subcontractor employees under this contract shall be in good general health, free from communicable disease, and possess up-to-date inoculations for international travel in areas in where service will be performed. The contractor shall ensure that each employee or subcontractor undergo a health examination annually.

In addition, all ESF Contractor employees (positions reflected under Exhibit A and key personnel) under this contract shall be well proportioned in height and weight, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation. The Contractor shall have evidence of physical fitness by a certification from a licensed physician, based on a physical examination conducted prior to ANY employee and/or subcontractor(s) including site support personnel being assigned to duty and annually thereafter. The Contractor shall keep this certification in each employee's administrative file as required.

H.2.4 CONTRACTOR COMPLIANCE. Contractor personnel shall adhere to the following rules, regulations, and policies of the U.S. Chief of Missions, Kabul, Afghanistan.

- Contractor personnel shall be expected to perform and conduct themselves with proper decorum, subject to the U.S. Chief of Mission.
- Since the issuance of appropriate passport documentation will require special processing, Contractor is requested to provide the COR with the names of ESF members as well as other employees and potential replacement personnel (include Social Security Number and Date of Birth) as soon as possible. Contractor personnel must obtain and deploy with tourist passports in addition to the passport documentation issued by the U.S. Government.
- All travelers must have pre-approved country clearance to travel to post. Upon receipt of Contractor clearance information, DS/IP/OPO will coordinate with the COR to issue

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appropriate site clearance media. Should employees be traveling through other countries in route to Kabul, Afghanistan, the Contractor will be responsible for any necessary requirements by the country's laws. The USG will not be responsible nor provide assistance.

- The DS/IP/OPO and COR must be notified not less than 14 days in advance of any resignation or change of personnel, if possible.

H.3 CONTRACTOR AND GOVERNMENT FURNISHED PROPERTY. The Contractor shall physically inventory all property in its possession. Exhibit Q establishes guidance for inventorying property utilized under this contract. At its discretion, the Government shall take possession of the property at no extra charge.

H.4 STANDARDS OF CONDUCT

H.4.1 GENERAL. The Contractor shall maintain satisfactory standards of employee and subcontractor competency, conduct, cleanliness, appearance, and integrity. The Contractor shall take any necessary disciplinary action for its employee and subcontractors. Each Contractor employee or subcontractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Guards, as well as other employees or subcontractors, must at all times use politeness and courtesy when dealing with visitors to the Government's offices and residences. If a contractor employee or subcontractor employee is removed from the contract for cause, DS/IS/IND must be notified by the Contracting Officer's Representative (COR) within 24 hours after notification has been made to the COR. For those who possess a Top SECRET or SECRET personnel security clearance, an adverse information report will be completed and forwarded to DISCO. If the Contractor or Subcontractor submits an adverse information report to DISCO a copy must be forwarded to DS/IS/IND.

The Contractor shall notify the COR of proposed disciplinary actions 24 hours in advance. In addition, the Government reserves the right to direct the Contractor to remove an employee or subcontractor employee from the work site for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee or subcontractor employee to maintain continuity of services at no additional cost to the Government.

H.4.2 APPEARANCE. The Government requires a favorable image and considers it to be a major asset of a protective force in particular. The employee or subcontractor's attitude, courtesy, and job knowledge are influential in creating a favorable image. All contract employees or subcontractor employees shall wear a uniform while on duty. The Contractor shall ensure that all employees and subcontractors present a neat appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.

H.4.3 UNIFORMS AND PERSONAL EQUIPMENT. The Contractor's employees and subcontractor employees shall wear clean, neat, and complete uniforms. All employees and subcontractors shall wear uniforms approved by the COR. The Contractor shall provide, but not limited to, uniforms and equipment listed in Exhibit D. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms for all employees including members of the Contractor's life support team. The life support team includes all staff providing operations, maintenance and repair services as well as food services to Camp Sullivan, and any staff member whose time is billable to the overhead function of this contract. The Contractor shall ensure that employees and subcontractor employees do not use, wear, or display any items of uniform or equipment while in an off-duty status.

H.4.4 EMBASSY SECURITY FORCE (ESF) MARINE SECURITY GUARD RELATIONSHIP. Although the U.S. Marine security guards do not have a direct supervisory role in the

management of the local guard force, they do serve as a communications link between the COR, other Government officers, and the Contractor's local guard force as well as any other employees. At a post that has a Marine guard augmented with a local guard, the Marine guard has primary responsibility for the security and operation of the post.

H.4.5 NEGLECT OF DUTIES. Neglect of duty is considered unacceptable performance under this contract. This includes, but is not limited to, sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security as well as untimely or poorly prepared meals, lack of proper support when required to maintain the facilities.

H.4.6 DISORDERLY CONDUCT. The use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting is considered unacceptable performance under this contract. Participation in disruptive activities that interfere with normal and efficient Government operations is also considered unacceptable performance.

H.4.7 TOXICANTS. The Contractor shall not allow its employees and subcontractor employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances producing similar effects. COR could ask that the contractor's employee be removed for violation of this section.

H.4.7.1 CONSUMPTION OF ALCOHOL. Contractor employees or subcontractor employees shall not drink alcoholic beverages while on duty or eight hours before a period of duty. The Contractor shall not post any guard who has consumed alcohol during this period.

H.4.7.2 RELIEF BY AN INTOXICATED PERSON. If a Contractor's guard has reason to believe that his or her relief is intoxicated, the guard shall not allow the relief to proceed. The guard shall immediately ask a supervisor or the COR for guidance.

H.4.7.3 NARCOTICS. The Contractor shall not allow its employees or subcontractors to use narcotics or other controlled substances without a prescription from a licensed physician. Contractors shall at a minimum conduct random drug tests of its employees and subcontractors throughout the performance of the contract and immediately notify the COR should an employee be under the influence.

H.4.7.4 USE OF PRESCRIPTION DRUGS. Contractor employees or subcontractor employees using prescription drugs shall report this condition to a supervisor before assuming guard duty. If there is any question regarding the drug, the COR should be contacted for verification if the drug can be used while employed on the contract. COR could ask that the contractor's employee be removed depending on the drug.

H.4.8 CRIMINAL ACTIONS. Contractor employees and subcontractors may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited, to the following:

- falsification or unlawful concealment;
- removal, mutilation, or destruction of any official documents or records;
- concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations;
- organizing or participating in illegal gambling in any form; and
- misuse of weapons.

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H.4.9 KEY CONTROL. The Contractor shall receive, secure, issue, and account for any keys issued for access to buildings, offices, equipment, gates, and similar controls for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. If the Contractor or its agents have duplicated a key without permission of the COR, Contractor shall remove the individual(s) responsible from work under this contract. If the Contractor has lost any keys used under this contract, the Contractor shall immediately notify the COR. For lost or improperly duplicated keys, the Government shall deduct from the Contractor's next invoice the cost of re-keying any compromised system.

H.5 PERSONNEL REQUIREMENTS/QUALIFICATIONS

H.5.1 EDUCATION/EXPERIENCE/SUITABILITY. All personnel assigned to this contract must meet the following personnel qualifications until otherwise changed by the contract modification:

- Not convicted of any felony or misdemeanor involving moral circumstances during the 5-year period preceding the date of this proposal
- Not declared by any court of competent jurisdiction incompetent by reason of mental defect
- Not suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure
- Good physical condition with no health deficiencies, either temporary or long-lasting, that would impair performance of duties
- ESF members must meet the requirements of the physical fitness test (see Section H.5.3)
- ESF must have completed the required training for their assigned positions on this contract
- ESF members must be qualified on the weapons provided for their use unless otherwise specified (See Exhibits A & E)
- ESF members must be qualified in adult CPR and basic first-aid practices and procedures

H.5.1.1 THIRD COUNTRY NATIONAL (TCN) PERSONNEL. The citizenship of TCN security staff proposed by the Contractor must originate from countries, which have searchable, verifiable, accessible, and complete databases of criminal, terrorist, or hostile intelligence activity.

The contractor's security staff should minimize or eliminate to the extent practicable negative Host Country reaction to Citizenship, Nationality, or Ethnic background of the employee and subcontractor employee while working at the U.S. Embassy in Afghanistan. The contractor's selection of TCN personnel must also reflect consideration of local customs and culture while minimizing the potential risk to Embassy and contractor personnel. Personnel proposed by a contractor whose country of citizenship does not allow for proper vetting or background checks as described above will be considered technically unacceptable for evaluation and award purposes. The citizenship of the contractor's ESF must be included in its technical proposal. The contractor shall be knowledgeable of all laws related to the TCN's country of citizenship as well as any applicable Government of Afghanistan laws which impact TCN's working in their country.

Based upon information developed during any vetting/background checks, the U.S. Government reserves the right of refusal on all Third Country National contractor employees and subcontractor employees proposed to perform or performing protective services under this contract. It also should be noted that the USG reserves the right to reject any employee or subcontractor employee from performing work on this contract.

The Contractor's selection of TCN guards must mitigate any potential security problems or risks. The citizenship of the contractor's security force personnel must be included by the contractor in its technical proposal.

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Any proposed change of TCN's country of origin, prior to award or after award, must have the CO's approval. The CO has the right to refuse any proposed country of citizenship.

H.5.1.2 LOCAL NATIONAL (LN) Personnel. As a minimum, the Contractor will conduct interviews and review employment application information with these prospective employee and subcontractors. Results of the interview and information reviews will be provided to the RSO. LN personnel are also subject to vetting and/or background checks conducted by the U.S. Government. Based upon information developed during any vetting/background check, the U.S. Government reserves the right of refusal on any LN contractor employees and subcontractor employees proposed to perform services or otherwise under this contract.

H.5.1.3 EXPATRIATE (EXPAT) Personnel. EXPAT personnel will also be subject to U.S. Government vetting/background checks prior to assignment. Based upon information developed during any vetting/background checks, the U.S. Government reserves the right of refusal on any EXPAT contractor employees and subcontractor employees proposed to perform or performing protective services under this contract.

H.5.1.4 UNITED STATES (US) Personnel. U.S. Personnel are also subject to vetting/background checks conducted by the U.S. Government. Based upon information developed during any vetting/background checks, the U.S. Government reserves the right of refusal on any U.S. contractor employees and subcontractor employees proposed to perform or performing protective services under this contract.

H.5.1.4.1 PROJECT MANAGER (PM) (U.S. only)

- U.S. Citizen
- Fluent in English (Level 3)
- A Bachelor's degree (four (4) years of directly related experience may be substituted for degree)
- 15 years total experience to include program support (of the 15 years total experience, 10 years specialized experience in physical/personal security related programs and a minimum of five (5) years law enforcement, military experience, or guard force management)
- Professional and/or managerial experience in planning, evaluating, analyzing, and implementing government security programs
- Demonstrated experience in development of plans, policies and procedures, and interpretation of government regulations
- Excellent written and verbal communications skills
- Capable of solving complex problems
- Communicate solutions effectively to both technical and non-technical audiences
- Function effectively in adverse environments
- Not adverse to overseas travel to countries that are considered dangerous or unhealthy

Prior to deployment, must have an active personnel security clearance at the TOP SECRET level.

General experience in program support includes experience, in a professional or managerial capacity, in planning, evaluating, analyzing, or implementing governmental security type programs. Specialized experience is defined as progressively responsible professional or managerial experience administering security related program in the Government or public sector environment.

H.5.1.4.2 DEPUTY PROJECT MANAGER (PM) (U.S. only)

- U.S. Citizen
- Fluent in English (Level 3)

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A Bachelor's degree (four (4) years of directly related experience may be substituted for degree)

13 years total experience to include program support (of the 13 years total experience, 8 years specialized experience in physical/personal security related programs and a minimum of five (5) years law enforcement, military experience, or guard force management professional and/or managerial experience in planning, evaluating, analyzing, and implementing government security programs

Demonstrated experience in development of plans, policies and procedures, and interpretation of government regulations

Excellent written and verbal communications skills

Capable of solving complex problems

Communicate solutions effectively to both technical and non-technical audiences

Function effectively in adverse environments

Not adverse to overseas travel to countries that are considered dangerous or unhealthy
Prior to deployment, must have an active personnel security clearance at the TOP SECRET level.

General experience in program support includes experience, in a professional or managerial capacity, in planning, evaluating, analyzing, or implementing governmental security type programs. Specialized experience is defined as progressively responsible professional or managerial experience administering security related program in the Government or public sector environment.

H.5.1.4.3 GUARD FORCE COMMANDER (GFC) (U.S. only)

U.S. Citizen

Fluent in English (Level 3)

A Bachelor's degree (four (4) years of directly related experience may be substituted for degree) or Officer or Senior Non-Commissioned Officer (NCO), or Military or Mid Grade Police service

Prior military experience such as obtained by an Officer or Senior NCO in the U.S. Armed Forces

10 years total experience to include program support and military, similar law enforcement/police, or local guard force supervisory experience

Expert in Force Protection

Expert in physical security and access control matters

Experience with guard force supervision

Prior to deployment, must have an active personnel security clearance at the SECRET level.

General experience in program support includes experience, in a professional or managerial capacity, in planning, evaluating, analyzing, or implementing governmental security type programs. Specialized experience is defined as progressively responsible professional or managerial experience administering security related program in the Government or public sector environment.

H.5.1.4.4 ERT COMMANDER (U.S. only)

U.S. Citizen

Fluent in English (Level 3)

Completion of University, Officer or Senior Non-Commissioned Officer (NCO), or Military or Senior/Mid Grade Police service

Prior military experience such as obtained by an Officer or Senior NCO in the U.S. Armed Forces

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Minimum of 10 years of military, similar law enforcement/police, or local guard force supervisory experience

Expert in Force Protection/Facility Protection

B2

Experience in physical security and access control matters

Extensive Experience with leadership/supervision of tactical teams, emergency service units, special weapons, or tactical operations type units in law enforcement or U.S. military service

Qualified and current in government issued weapons, including semi-automatic handguns, semi-automatic rifle, shotgun, and other tactical weapons

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.5 SHIFT SUPERVISOR (U.S. only)

Fluent in English (Level 3)

Completion of University, Senior NCO, or Military or Senior/Mid-Grade Police service

Prior military experience such as obtained by a Senior NCO in the U.S. Armed Forces

Minimum of 7 years of military, similar police, or local guard force supervisory experience

Experience with Force Protection

Experienced in physical security and access control matters

Qualified to provide instruction in weapons safety/rules of engagement, non-lethal weapons, pressure point control techniques, close protection procedures, and static/patrol guard procedures

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.6 SITE SUPERVISOR (U.S. only)

Fluent in English (Level 3)

Completion of University, Senior NCO, or Military or Senior/Mid-Grade Police service

Prior military experience such as obtained by a Senior NCO in the U.S. Armed Forces

Minimum of 7 years of military, similar police, or local guard force supervisory experience

Experienced in physical security and access control matters

Qualified to provide instruction in weapons safety/rules of engagement, non-lethal weapons, pressure point control techniques, close protection procedures, and static/patrol guard procedures

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.7 ERT SUPERVISOR (U.S. only)

Fluent in English (Level 3)

Completion of University, Senior NCO, or Military or Senior/Mid-Grade Police service

Prior military experience such as obtained by a Senior NCO in the U.S. Armed Forces

Minimum of 7 years of military, similar police, or local guard force supervisory experience

Familiarity with physical security and access control matters

Qualified to provide instruction in weapons safety/rules of engagement, non-lethal weapons, pressure point control techniques, close protection procedures, and static/patrol guard procedures

B2

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.8 SENIOR GUARD (U.S., EXPAT, or TCN)

Fluent in English (Level 3)

Minimum of 5 years of mid-level military, similar police, or local guard force supervisory experience 3 years of which were at the NCO or equivalent level

Proficient in access control procedures of vehicles and pedestrians

Knowledgeable of proper patrol procedures

Skilled in operating two-way communication devices

Experienced in physical security and access control matters

H.5.1.4.9 DISPATCHER/SENIOR GUARD (U.S. only)

Fluent in English (Level 3)

Minimum of 3 years of military, similar police, or local guard force experience

Proficient in operating and monitoring of communications equipment

Minimum of 1 year experience in military, police, or local guard force communications / dispatching

Familiar with physical security and access control matters

Prior to deployment, must have an active personnel security clearance at the SECRET level.

H.5.1.4.10 EMERGENCY RESPONSE TEAM (ERT) MEMBER (U.S. only)

Fluent in English (Level 3)

Minimum of 4 years of military, similar police, or local guard force experience

B2

Familiar with physical security and access control matters

Skilled in operating two-way communication devices

H.5.1.4.10.1 ERT GUARD DRIVER (U.S. only)

Fluent in English (Level 3)

Minimum of 4 years of military, similar police, or local guard force experience.

B2

An operating record without significant traffic violations or accidents during the preceding 5 years and during the period of performance of this contract

Able to obtain driver's license in Afghanistan for all vehicles required under this contract

Exhibits basic knowledge of vehicle operator functions and safe driving techniques

Proficient in defensive driving techniques

H.5.1.4.10.2 ERT GUARD/EMERGENCY MEDICAL TECHNICIAN (EMT) (U.S. only)

Fluent in English (Level 3)

Minimum of 4 years of military, similar police, or local guard force experience

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Demonstrates an understanding of, and capability to perform basic emergency life support and first aid, including the emergency use of intravenous (IV) therapy
Ability to administer first aid to victims of a chemical or biological attack

H.5.1.4.10.3 ERT GUARD/MARKSMAN (U.S. only)

Fluent in English (Level 3)

Minimum of 4 years of military, similar police, or local guard force experience

H.5.1.4.10.4 ERT GUARD (U.S. only)

Fluent in English (Level 3)

Minimum of 4 years of military, similar police, or local guard force experience

Familiar with physical security and access control matters

H.5.1.4.10.5 ERT SENIOR GUARD (US only)

Fluent in English (Level 3)

Minimum of 5 years of mid-level military, similar police, or local guard force supervisory experience 3 years of which were at the NCO or equivalent level

H.5.1.4.11 GUARD (TCN)

At least 21 years of age

English capability (Level 2)

Minimum of 3 years of military, similar police, or local guard force experience

Demonstrated proficiency with military grade weapons

A current passport from country of origin

Able to obtain a valid, current local or international driver's license

Acceptable personal, and if appropriate, military record

Meet professional conduct, health, and appearance requirements

H.5.1.4.12 SCREENER (LN)

LN Screener (Male or Female):

At least 21 years of age

Fluent in Dari, Pashto or Urdu (level 3)

Acceptable personal, and if appropriate, military record

Familiar with physical security and access control matters

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Familiar with local customs

H.5.1.4.13 GUARD (LN)

LN Guard:

At least 21 years of age

Acceptable personal, and if appropriate, military record

Familiar with physical security and access control matters

Familiar with local customs

H.5.1.4.14 EXPLOSIVE ORDINANCE DETECTION (EOD) DOG HANDLER (U.S. or EXPAT)

Fluent in English (Level 3)

Minimum of 3 years of military, similar police, or local guard force experience in explosive ordinance detection dog handling

Competent dog handling skills

Familiar with physical security and access control matters

H.5.1.4.15 EXPLOSIVE ORDINANCE DETECTION (EOD) WORKING DOG. Properly licensed and has all necessary health certificates required by local authority.

Possesses certificates of training equal to that of the Department of the Treasury Odor

Recognition Proficiency standard for EOD canines

Maintains a high state of alertness and attentiveness during duty tours

Has stable temperament, anxious to please its handler, and eager to perform its duties

Physically able to conduct searches regardless of the physical size or method of packaging of deliveries or the size of the vehicles used for delivery (e.g. truck-beds, tractor-trailers, etc.)

Disregards artificial detractors/substances purposely placed in the article to confuse the dog

Doesn't paw or retrieve an explosive or chemical once it has been located

Sits to alert the handler that it has located explosive materials



B2

Dogs may be selected from large, tractable, intelligent breeds in their prime and in good health. The dog shall be trained by competent professionals, maintain a calm temperament at all times, and possess certificates of training equal to that of the Department of the Treasury Odor Recognition Proficiency standard for EOD canines. All certificates of completion and a written description of training content shall be provided to the COR within five days of beginning performance. The Contractor shall make available on request a copy of the EOD dog's training and health certificates and records in accordance with local law and U.S. regulations.

Dogs shall be housed in clean facilities while not on duty. Duration of the Working Dogs tour or shift shall be such that the dog maintains a high state of alertness and attentiveness and is effective in its duties. A minimum of two hour a day training is required, is invoiced as productive time, and may be suspended by the COR as necessary.

Contractor shall provide all equipment, care, food, and training required for the EOD Working Dog.

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H.5.1.4.16 MAINTENANCE TECHNICIAN (U.S./EXPAT)

Fluent in English (Level 3)

Must meet the requirements as indicated below in subsections of H.5.1.4.16

Capable of maintaining/repairing designated systems such as radios, vehicles, or weapons

H.5.1.4.16.1 RADIO MAINTENANCE TECHNICIAN (U.S./EXPAT)

Fluent in English (Level 3)

A minimum of 3 (three) years of experience maintaining similar radios

Experienced with, and capable of, maintaining all assigned ESF communications equipment

Attended and completed a Motorola training certification course on the type of radio used by post prior to deployment to Afghanistan

H.5.1.4.16.2 VEHICLE MAINTENANCE TECHNICIAN (U.S./EXPAT)

Fluent in English (Level 3)

A minimum of 3 (three) years of experience maintaining similar motor vehicles

Experienced with, and capable of, maintaining all assigned ESF motor vehicles

Must be able to meet requirements outlined in H.13

Attended and completed Lenco training certification course on the maintenance and repair of Bearcat vehicles

H.5.1.4.16.3 ARMORER – WEAPON MAINTENANCE TECHNICIAN (U.S./EXPAT)

A minimum of 3 (three) years experience with maintenance of weapons to Original Equipment Manufacturers (OEM) standards for all ESF assigned weapons.

Capable of maintaining on-going inventory database of all assigned weapons and ammunition

U.S. citizenship or citizenship of native English-speaking country

Native fluency in English (Level 3) (see Exhibit H)

As required by the manufacturer, factory certified on all weapons for which he/she is responsible (see Exhibits A and E), within the last five (5) years

Attended and completed training at DEAV prior to deployment to Afghanistan

Account for all weapons in his/her custody

H.5.1.4.17 PHYSICIAN ASSISTANT (US/EXPAT)

U.S. citizenship or citizenship of native English-speaking country

Native fluency in English

Minimum Level 3 proficiency in the native language of the majority of the guard force

At least 3 years of experience as a Physician Assistant or a higher level, preferably with the military in a combat zone

Certification by a recognized entity

Ability to work additional hours, as needed

Capable of meeting health requirements (Section H.2.3)

H.5.2.1 LANGUAGE PROFICIENCY. Employees and/or subcontractors, who are assigned to this contract, shall be able to communicate as a homogeneous workforce to complete the requirements under this section of the contract.

Depending on their assigned guard posts, Contractor employees may be required to possess native fluency in English, Dari, Pashto, Urdu or proficiency in the native language of the majority of the guard force, in order to ensure fluid communications not only among Contractor employees and subcontractors, but also between them and embassy staff and visitors to the U.S. Embassy.

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The required levels of language "speaking" proficiency are defined in Exhibit H. The specific language, English or another language, shall be specified by guard post in Exhibit A. The COR may interview guard(s) to verify specified language capability level as part of the approval process or at any time when an individual is standing duty.

H.5.2.2 CLEARANCES/SUITABILITY DETERMINATIONS

H.5.2.2.1 All contractor and subcontractor personnel performing on this contract must possess one of the following:

- TOP SECRET Personnel Security clearance issued by Defense Security Service
- 
- Diplomatic Security's determination of eligibility for Moderate-Risk Public Trust (MRPT) determination (Uncleared US citizens, TCNs and EXPATs). Uncleared US citizens are individuals from the US who do not require a TOP SECRET or SECRET Personnel Security clearance..
- Investigative checks conducted by regional security officers (RSOs) equivalent to the required Public Trust position being filled by the Local National employee (LNs)
- Interim clearances/Moderate-Risk Public Trust determinations shall be granted before reporting for duty at Camp Sullivan.

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H.5.2.2.2 Investigations to be Conducted by RSO, Kabul of Local Nationals. All Local Nationals (LN) employees and subcontractor employees will be required to complete an Optional Form (OF) 612 prior to contract assignment. The Contractor shall provide the completed OF 612s, and any other information required by the RSO or COR, to the RSO at least thirty days prior to the employee's intended start date. LNs will be investigated and approved/disapproved for contract assignment by the RSO, Kabul. LNs cannot begin work under the contract until they have been approved to do so by the RSO, Kabul.

H.5.2.2.3 Investigations to be Conducted by the Bureau of Diplomatic Security (DS). The following forms must be completed and submitted to Diplomatic Security (DS) in order to initiate MRPT investigations for all uncleared U.S. citizens (non-Key Personnel), TCNs and EXPATs to be assigned to this effort:

- Standard Form 85-P (Questionnaire for Public Trust Positions completed by using the EPSQ program and filled out in English.)
- Standard Form 85-PS (Supplemental Questionnaire for Selected Positions completed by using the EPSQ program and filled out in English.)
- (2) FD-258 (Fingerprint Cards) – Provided by Department of State
- DS Form 4002, (Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act provided by Department of State.)
- DD-Form 214 (Certificate of Release or Discharge from Active Duty) for former military personnel (copy), if applicable or equivalent for TCN and EXPAT.)
- Foreign Relatives, Friends and Associates Form (Provided by Department of State)
- Proof of location and date of birth including, but not limited to, certified birth certificate, notarized hospital record, or copy of passport, etc.

In order to meet Post's requirements, Interim MRPT determinations will be rendered when possible and contractor personnel will be authorized to begin work on the contract once an Interim MRPT determination has been rendered.

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H.5.2.2.4 Submission of Forms. The Contractor shall hand-carry or send by courier the completed forms for U.S. citizens, Expats, and TCNs (see Section H.5.1.13.3) to the Industrial Security Division, Bureau of Diplomatic Security, DS/IS/IND, SA-20, 1801 North Lynn Street, Rosslyn, Virginia, 22209. To expedite processing, it is strongly recommended that the Contractor initially submit the required forms in electronic form. The Contractor should use the Electronic Personnel Security Questionnaire program, which can be downloaded free of charge, from www.dss.mil/epsq. For more information about the requirements, visit <http://www.dss.mil/search-dir/epsq/sub.htm>.

The Government will make every attempt to render an interim determination within thirty days of the receipt of the completed forms. Contractor personnel who require an MRPT determination, may be determined to be eligible for assignment to the contract upon completion of a favorable interim background check and issuance of an Interim MRPT. Those contractor employees who are granted an Interim MRPT, based on the results of an interim background check, will be approved for initial contract assignment. Those contractor employees who are not initially granted an Interim MRPT, based on the results of an interim background check, will not be approved for contract assignment until their MRPT determination is completed and favorable adjudicated. The contractor will be advised of the Government's interim determination for its personnel. A personal interview will be conducted if deemed necessary by the Bureau of Diplomatic Security.

Prior to receiving an interim or final eligibility determination, a contract employee or subcontractor shall not enter any US Government property or facility, i.e., in Kabul Afghanistan. If a contractor or subcontractor employee is ultimately deemed ineligible for a favorable MRPT determination or if issues are raised during the personal interview or investigation for personnel granted interim MRPT determinations, he/she must be removed from the contract at no cost to the government.

H.5.3 PHYSICAL FITNESS. All ESF members working under this contract shall be well proportioned in height and weight, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty, possess binocular vision, correctable to 20/30 (Snellen), shall not be colorblind and shall be capable of hearing ordinary conversation.

In addition to the above, all ERT members shall be capable of successfully performing the physical tests described below.

- a. The four physical tests are:
 - Physical Test 1: 1 mile run
 - Physical Test 2: Bench Press
 - Physical Test 3: 180 pound dummy drag 50 yards in full gear
 - Physical Test 4: Shuttle Run Stair Climb
- b. For Physical Test 1 the ERT member shall demonstrate the ability to run 1 mile in a specified time determined by age as indicated in the below table.
- c. For Physical Test 2 the ERT member shall demonstrate the ability to bench press one repetition of his or her own body weight as indicated in the below table. The body weight of the member shall be taken and recorded.
- d. For Physical Test 3 the ERT member, in full gear, shall demonstrate the ability to drag 180-pound bag or dummy dressed in full gear for a distance of 50 yards in a specified time determined by age as indicated in the below table.
- e. For Physical Test 4 the ERT member shall demonstrate the ability to climb four (4) flights of stairs shuttle run style. The member shall begin at the first floor and climb the stairs to the fourth floor, and then descend to the first floor. He/she shall immediately re-climb the stairs to the third floor, and then descend to the first floor. Finally, he/she shall immediately re-climb the stairs to the second floor, and then return to the first floor. This test shall be completed but under no pre-determined time restriction.

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Age	Test 1	Test 2	Test 3
Male			
24-under	11.04 minutes	1 rep of body weight	22 seconds
25-29	14.03 minutes	1 rep of body weight	25 seconds
30-34	15.21 minutes	1 rep of body weight	29 seconds
35-39	15.42 minutes	1 rep of body weight	33 seconds
40-44	16.54 minutes	1 rep of body weight	37 seconds
45-49	17.34 minutes	1 rep of body weight	41 seconds
Female			
24-under	14.03 minutes	1 rep of body weight	40 seconds
25-29	15.21 minutes	1 rep of body weight	45 seconds
30-34	15.42 minutes	1 rep of body weight	50 seconds
35-39	16.54 minutes	1 rep of body weight	55 seconds
40-44	17.34 minutes	1 rep of body weight	60 seconds
45-49	18.15 minutes	1 rep of body weight	65 seconds

The Contractor shall run these tests concurrently without more than a 15 minute break in between each one.

H.5.4 ALERTNESS No ESF employee or subcontractor employee of the Contractor shall work a tour of duty of more than 12 continuous hours. Each contractor guard shall have a minimum of 12 hours off duty between tours on this contract, except in emergency situations. The Contractor shall not bill for employee or subcontractor employee hours that exceed the 12-hour tour length. The Contractor shall obtain written prior approval of the COR, if any employee or subcontractor employee of the Contractor performing under this contract intends to work for another firm or organization in addition to the Contractor. **The Contractor shall obtain the prior written approval of the COR before assigning any guard performing under this contract to work with another client of the Contractor.**

The Contractor shall provide a 15-minute break once every four (4) hours during an employee or subcontractor's tour of duty to allow for comfort, personal needs, stress, or other required or requested absences from the Exhibit A assigned post. Meal breaks shall be scheduled at appropriate times during a tour of duty and shall be at a minimum 30 minutes in length (See also Section C.3.1.2). Breaks shall not run consecutively.

H.5.5 TRAINING REQUIREMENTS The types of training required for ESF personnel under this contract are basic training, firearms qualification, annual refresher training, explosive detection and x-ray training (see Section C.1.7). The training requirements listed below apply to all employee and subcontractors assigned to a position listed in Exhibit A. The Contractor shall maintain employee and subcontractor employee training records to document the training each employee and subcontractor employee receives. These records shall be part of the administrative files required by Section C.

The USG shall not provide any training facilities in country or out of the country prior to the completion of the transition period. It is the responsibility of the Contractor to fully address training, as required in Section L of this solicitation. After the completion of the transition period, the Contractor may have access to the facilities located within Camp Sullivan as described under Exhibit E – Government Furnished Equipment.

H.5.5.1 TRAINING PROGRAM FOR ESF

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H.5.5.1.1 MASTER TRAINING PROGRAM. The Contractor shall propose a Master Training Program that will include all elements of training described under Section H.5.5 including but not limited to;

- all training objectives, proposed curricula,
- a training outline, testing/examinations, and
- schedules and flow charts for the anticipated student load.

This training curriculum shall be consistent throughout the period of performance of the contract. The curriculum shall meet the requirements of this contract for all locations. The master training program is to be provided 10 calendar days after award of the contract as stated in F.6 Deliverables. The USG will have five (5) calendar days to review and approve/disapprove the plan. (See Section F.6)

H.5.5.1.2 CHANGES IN COURSES OF INSTRUCTION. The Contractor shall conduct a semi-annual review of all training requirements to ensure those training courses cover all areas of security responsibilities commensurate with actual performance. The Contractor shall change the content of training courses as directed by the COR at no additional cost to the Government, provided there are no changes to the number of instructors or classroom hours.

H.5.5.1.3 INSTRUCTION QUALIFICATIONS. All training instruction and testing shall be conducted by qualified instructors. Training instructors shall be qualified in law enforcement, all security procedures as required by this contract and medical first-aid. Qualifications of instructors shall be based on documentation of past teaching experiences or successful completion of an "instructor training course" by a recognized accreditation-training program. Resumes of prospective instructors shall be submitted to the COR for approval within ten (10) days following contract award.

Provide verifiable certification of at least eight (8) years of successful training and work experience as an instructor, typically as an instructor at a U.S. federal, state, local government or military training facility providing instruction in basic security tactics and guard force principles.

H.5.5.1.4 TRAINING MATERIALS AND FACILITIES. The Contractor shall provide all COR approved course materials, classrooms, certified instructors, and training aids to accommodate a training of contractor employee and subcontractors in sufficient number to meet contract requirements.

H.5.5.1.5 TRAINING REPORTS/PLANS. The Contractor shall maintain records of all training and shall provide quarterly summary reports to the COR (see Section F.6). The Contractor shall notify the COR, in writing, of the times, locations and nature of all scheduled training. This notice along with a training plan shall be submitted to the COR within a minimum of five (5) work days prior to start of such training. All in-service training shall be based on the initial training requirements listed above, and/or as determined by the COR. The Government reserves the right to observe training activities without prior notice to the Contractor.

H.5.5.1.6 CERTIFICATION CARDS. The Contractor shall develop and issue to each employee and subcontractor employee a "Certification Card" which shall be carried/displayed by employee and subcontractors while on duty to validate the completion of all certified training requirements and is good for a 12-month period. The laminated certification card will be 2 1/8" wide by 3 3/8" long and 1/16" thick. The Contractor shall be responsible for punching a rectangular hole in the top center of the card. This punched hole shall align with the hole of the Embassy Security Force issued building passes. The certification card of the employee and subcontractor employee shall be laminated by the Contractor and shall contain a 2x2 color photograph and contain the signature of an executive level officer of the company. This

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signature shall be considered by the Government as certification that the employee and subcontractor have received all the required training for the year. COR approved training requirements for certification include, but are not limited to Basic Training (BT), Firearms (FA), CPR (CR), Licensing (LC), PR-24 (PR), Magnetometer, X-ray, and Explosive Detection Equipment (SE). In addition, the Contractor shall provide a written record to the COR certifying that each contract employee and subcontractor employee have received the required training. All costs associated with this requirement shall be borne by the Contractor.

The details of the certification card will be provided at contract award.

H.5.5.2 BASIC TRAINING. Before assigning an ESF member, the Contractor shall have the employee or subcontractor employee satisfactorily complete a program of basic training approved by the COR. This program shall be a minimum of 80 hours and include the activities listed below. An additional 40 hours of firearms training is required. This Basic Training requirement does not apply to employees and subcontractor employees who have already completed the training requirements under the previous contract that can be verified by both the successful Contractor and the COR. All costs of basic training, including labor, are the responsibility of the Contractor. For those incumbent employees for which the Basic Training requirement cannot be verified the COR can grant a ninety-day waiver within which the incumbent must successfully complete Basic Training.

Orientation. Introduction to the training program, training objectives, and the role of the guard force in the Mission Security Plan. The RSO shall participate in this block of instruction.

U.S. Government Assets. Description of U.S. assets to be protected, including name, location, and function. The RSO shall provide this information.

Local Law and the Power of Arrest. The powers and legal limitations of the guard to use force and arrest offenders, and the relationship of the guard force to the host government security forces.

Terrorism and Criminality. Description of the nature of the threat to U.S. assets, with examples.

Fires and Explosions. Description of the threat to assets of fire and explosions, with examples.

Mission Emergency Plans. Role of the guard force in cases of fire, explosions, bomb search, and building evacuation. The RSO shall provide this information.

Physical Security Measures Employed by the Mission. Description of the access control systems employed, including alarms used (anti-intrusion and fire).

Basic Guard Duties. General description of guard actions for protection of facilities and residences. Denial of access to unauthorized persons, preparation and maintenance of guard force records, logs, and reports.

Guard Force Communications. Procedures to be used in case of incident; notification of others; use of radio equipment.

General Orders and Post Orders. Details of Exhibit B. Emphasis on guard responsibilities, conduct, and penalties for violating orders.

Maintenance of Post Logs and Preparation of Incident Reports. Procedures for preparing daily logs of incident reports.

Unarmed Defense and Restraint of Disorderly Persons. Procedures for defending against physical attack; procedures for restraining others; guidance on the use of force.

The Use of Personal Equipment. Procedures for the use of the baton, handcuffs, and Mace, as applicable.

Access Control Equipment Use and Procedures. Use of electronic body and package search equipment; body search manually; vehicle search and building search for suspected bombs;

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visitor control systems, including badge issuance and control. (Training shall include general coverage of this subject for all guard personnel, with special hands-on training for those with access control duties.)

Observation Techniques. Use of observation techniques for static guards, mobile patrol units, and foot patrols to identify, report and record suspicious acts and persons, with special emphasis on surveillance detection techniques for all guards.

Dealing with Government Employees and the General Public. Procedures to be used when conversing with Government employees and the general public; actions to be taken when confronted by hostile individuals and mentally disturbed persons.

Static Surveillance Detection. The act of observing and detecting indicators of pre-operational surveillance from a fixed or static position.

First Aid. First responder/safe haven training.

Use of Force/Force Continuum. Procedures to prevent/stop assault when someone's life is in danger.

H.5.5.2.1 ERT BASIC TRAINING

In addition to the meeting the requirements of Basic Training (see H.5.5.2) the Contractor shall provide ERT training to members who will be assigned to the ERT Team in accordance with the standards outlined in Exhibit S (ERT Manual). Before utilizing an individual in an ERT capacity, the individual must have successfully completed the ERT training.

H.5.5.3 SUPERVISORY TRAINING. All costs associated with this requirement shall be borne by the Contractor. All Shift and Site Supervisors shall successfully complete a 40-hour Supervisory Training Course prior to becoming a supervisor. Twenty-four (24) hours of this training, see below, may be waived by the COR upon certification from the Contractor that the candidate Shift and Site Supervisor has already received supervisory training from a bona fide law enforcement agency or comparable military school. Supervisory training must have been received within the last five years, or longer provided the person continued employment in a supervisory capacity from that date forward to within one year of making application for the position of Shift and Site Supervisors under this contract. Sixteen (16) hours of training, see below, is required for all supervisors below the DGFC level and may not be waived.

a. Twenty Four (24) hours for Shift and Site Supervisors:

- Introduction to First Line Supervision
- Leadership Principles
- Dynamics of Leadership
- Process of Management
- Situational Leadership
- Employee Motivation
- Effective Communications
- Decision Making
- Planning and Time Management
- Effective Counseling
- Final Examination and Course Critique
- Discussion with the PM

b. Sixteen (16) hours for Shift and Site Supervisors:

- Key Control
- Vehicle Inspection
- Conducting Roll Calls
- Accident Investigation and Reports
- Uniform Clothing and Grooming Standards
- Post Inspection Procedures
- Supervisory Orders and Contract Requirements

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H.5.5.4 IN-SERVICE TRAINING

H.5.5.4.1 DAILY. In-service training is a specific term for training contract personnel to enhance or maintain their skills and knowledge of security issues and operational procedural changes. The training shall be performed as part of daily roll call, 10 to 15 minutes, or at special COR approved training sessions. The 10-15 minutes daily training shall be at no additional costs to the Government. All special training approved by the COR shall be paid by the Government. The PM shall submit to the COR for approval, one week in advance, training topics for in-service training for all sites.

H.5.5.4.2 EMERGENCY RESPONSE DRILL. Periodic drills and critiques will be conducted by the COR to assure an acceptable level of training by security personnel for responses to emergencies. These drills shall be conducted during normal working hours at no additional expense to the Government. The Contractor shall ensure that all employee and subcontractors maintain the required state of readiness to respond to these drills and to actual emergencies.

H.5.5.5 FIREARM TRAINING. Contractor is responsible for furnishing all weapons, training, and necessary supplies. Firearms training requirements apply to all employee and subcontractor employees assigned to an armed guard post listed in Exhibit A. The Contractor shall maintain employee and subcontractor employee-training records to document the training each employee and subcontractor employee receives. These records shall be part of the contractor's administrative files (see Section C). The Government reserves the right to monitor all firearms training conducted by the Contractor.

H.5.5.5.1 CERTIFIED FIREARM INSTRUCTOR. All firearm training conducted by the Contractor shall be performed under the direction of a certified Firearms Instructor or Instructors. The Firearms Instructor(s) shall be of a qualification level necessary to provide firearms instruction for the weapons described in Exhibit E. The Contractor shall provide proof of the instructor's certification to the COR prior to conducting firearm training. Minimum qualifications for instructors are as follows:

Provide verifiable certification of successful training and work experience as an instructor, typically as an instructor at a U.S. federal, state, local government or military training facility providing instruction in firearms, EOD, etc.

H.5.5.5.2 BASIC FIREARM TRAINING. Basic Firearm Training shall be a minimum of forty (40) hours. This training shall be conducted in both a classroom environment and at a suitable firing range. A syllabus for training must be submitted and approved by the COR prior to commencement of training, and the COR or COR designee has the right to be present during any or all stages of training. Firearm training shall address the weapons described in Exhibit E. The Contractor shall furnish all material necessary for the training including classrooms, firing range, targets, target holders, ammunition, and weapons. This program shall include the following activities:

- (1) Classroom instruction shall include but not limited to:
 - Weapon nomenclature
 - Weapon safety features
 - Safe weapon handling
 - Proper weapon stowage
 - Proper marksmanship techniques
 - Host country laws and regulations that pertain to carrying and use of the weapon

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- Elements of the General Orders and Post Orders (Exhibit B) covering weapons and armed post
- (2) Firing Range training shall include but not limited to:
 - Hands on familiarization with the proper use of the weapon
 - Firing positions
 - Firing of the weapon with a minimum number rounds of ammunition (See Exhibit G)
 - Speed reloading
 - Firearm safety
 - Cleaning and maintenance of the firearm

Employee and subcontractor employees must satisfactorily complete the Basic Firearm Training and documentation of the satisfactory completion shall be subject to the review and approval by the COR.

H.5.5.5.3 WEAPON CERTIFICATION. Contract guard employee and subcontractor employees who are armed in the performance of their duties must qualify with the weapon utilizing the standards described in Exhibit G prior to assignment to an armed guard post under this contract.

Contract guard employee and subcontractors shall re-qualify on their weapons at least semiannually. In addition, ERT members shall re-qualify quarterly. ERT shall also incorporate proficiency weapons firing into their training program on a monthly basis.

H.5.5.5.4 FIRING RANGE. The Contractor is responsible for obtaining the use of a firing range suitable for the weapons to be fired. The range or other suitable facility shall have adequate space to allow for instruction to occur. The Contractor is responsible for furnishing all materials for firing at the range, including hearing and eye protection, targets, and target stands. The Contractor is responsible for transporting and providing security for the guards to and from the firing range.

H.5.5.6 ANNUAL REFRESHER TRAINING. The Contractor shall have each employee and subcontractor employee successfully complete at least 16 hours of annual refresher training. The Contractor shall not provide services of employee or subcontractor employees, unless they are certified on all required training. The training shall include any new material affecting the performance of local guard duties. All costs of refresher training, including labor, are the responsibility of the Contractor. Upon completion of annual refresher training the Contractor shall notify the COR which guards have completed the require training.

H.5.5.7 EXPLOSIVE ORDINANCE DETECTORS AND/OR X-RAY INSPECTION EQUIPMENT OPERATOR TRAINING. The Government will provide each employee and subcontractor employee using the explosive detectors and/or X-ray inspection equipment with training in system operation (See Section C.1.7). Government provided Operator training is in addition to 80 hours of basic training and 16 hours of annual refresher training.

H.5.5.8 CHEMICAL AND/OR BIOLOGICAL AWARENESS AND COUNTER MEASURES BRIEFING. The Government will provide, on a one-time basis, an overview of chemical and/or biological awareness and countermeasures. The Contractor shall provide all subsequent briefings on this subject, as part of refresher training.

H.5.5.9 CLOSED-CIRCUIT TELEVISION (CCTV) OPERATOR TRAINING. The Government will provide, on a one-time basis, training on the CCTV monitoring equipment. Training shall cover equipment operation, operator maintenance, logbook procedures, and alarm response guidance. The Contractor shall provide all subsequent training on the equipment.

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H.5.5.10 GEMS TRAINING. The Contractor at its own expense shall provide each supervisor and any other employee using GEMS training in the proper use of the system. For these employees, GEMS training shall also be part of their annual refresher training.

H.6 WEAPONS

H.6.1. WEAPONS. Exhibit A identifies the posts manned by armed guards. Exhibit E lists the types and quantities of weapons, ancillary supplies, ammunition, and equipment to be furnished by the Government. Guards shall only use the weapons described in Exhibit E; they are prohibited from carrying or using any other firearms in performance of this contract.

H.6.2 PERSONNEL. The COR shall approve in advance contractor and subcontractor personnel who shall be armed. Prior to requesting approval, the Contractor shall, at the contractor's expense, have the employee or subcontractor employee satisfactorily complete Basic Firearm Training and qualify with the weapons as described in Section H.5.5.2. The Contractor shall ensure all armed personnel are and remain properly licensed in accordance with local law. Under no circumstances shall a guard carry or handle a firearm if not properly licensed or if the individual has not completed the required firearm training. An armed guard will work a maximum shift of 12 hours in order to remain alert and attentive to his duties. No TCN or LN personnel will work more than 60 hours per week and no US or EXPAT personnel will work more than 54 hours per week, unless specific authorization from the COR has been obtained.

H.6.3 WEAPONS CONTROL/MAINTENANCE. The Contractor is required to issue clean and serviceable weapons to guards prior to each posting loaded with the appropriate type and amount of ammunition. Contractor shall have an accountability program in place to account for weapons and ammunition at all times. See Exhibit D for ammunition calculations and minimum storage levels required under this contract. The Contractor shall maintain the minimum storage levels required under this contract as indicated in Exhibit E and shall notify the COR in writing at least 90 days **PRIOR** to the projected date that they anticipate going below the minimum storage levels. The Government will provide a weapons storage area and a weapons cleaning area for ESF weapons. The Contractor shall be responsible for proper storage and maintenance of weapons used for the security of the contractor's compound. In addition, the Contractor is responsible for providing all cleaning supplies and for cleaning the weapons. Weapons shall be cleaned weekly at the weapons cleaning area provided by the Government. The Contractor will maintain a log listing weapon make, model, serial number, and date on which it was cleaned. In addition, the Contractor shall maintain an inventory of ammunition available, updated daily, per ammunition type.

H.6.4 FIREARMS MISUSE. The misuse, mishandling, or negligent firing of any weapon by a contractor employee and subcontractor employee, or, if applicable, police contracted for by the Contractor, may result in the Contractor, at COR direction, immediately removing the individual from any further services provided under this contract (See also Exhibit C).

H.6.5 LOCAL LAW. Weapons will be individually issued to those guards who will use them. An armed guard is subject to host country law regarding the proper use of a firearm. If an incident occurs, the guards involved can be subject to an investigation and prosecution by local authorities.

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H.7 AUTHORITY AND JURISDICTION

H.7.1 AUTHORITY. Authority of the contractor's personnel to detain and/or make arrests shall be that of private citizens as defined by host country law.

H.7.2 BONDS AND LICENSES. The Contractor shall provide and pay for any official bonds and/or licenses required for the performance of this contract.

H.7.3 PERMITS. The Contractor shall obtain all permits, licenses, and appointments required for the work under this contract at no additional cost to the Government. The Contractor shall obtain permits, licenses, and appointments in compliance with host country laws. Failure to be fully licensed by date planned for commencement of contract performance may result in contract termination. The Contractor shall be responsible for application, justification, fees, and certifications for any licenses required by the host government. Once the contract is awarded, the Embassy will assist the Contractor in obtaining applicable permits and licenses as necessary. The Contractor shall request any assistance in writing to the Contracting Officer.

H.7.4 EMPLOYEE AND SUBCONTRACTOR EMPLOYEE SALARY BENEFITS. The Government shall have no responsibility or liability for payment of any wages or benefits to contractor's employee and subcontractor employees, including those associated with severance pay as defined by local law. The Government, its agencies, agents, and employee and subcontractor employees shall not be part of any legal action or obligation regarding these benefits, which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, severance pay, sick or health benefits, childcare, or any other benefit, the Contractor is responsible for these payments. The rates/prices in Section B shall include all such costs.

H.7.5 INSURANCE. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

AUTOMOBILE LIABILITY	
Bodily injury	\$200,000 Per Person and \$200,000 per occurrence
Property damage	\$250,000 Per occurrence
COMPREHENSIVE GENERAL LIABILITY	
Bodily injury	\$200,000 per occurrence
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Workers' Compensation and Occupational Disease	\$1,000,000
STATUTORY, AS REQUIRED BY HOST COUNTRY LAW	
Employer's Liability	\$0

H.7.5.1 PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor assumes absolute responsibility and liability for any, and all, personal injuries or death (body removal) and property damage or losses suffered due to:

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(a) Negligence of the contractor's personnel in the performance of this contract. (b) Any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

H.7.5.2 WORKER'S COMPENSATION INSURANCE. The Contractor shall provide workers' compensation insurance in accordance with FAR clause 52.228-3, "*Worker's Compensation Insurance (Defense Base Act)*" for those contractor employee and subcontractors assigned to this contract who are:

- (a) Hired in the United States;
- (b) Residents of the U.S.; or
- (c) Citizens of the U.S.

See also DOSAR 652.228-71, "Worker's Compensation Insurance (Defense Base Act) - Services" and 652.228-76 "Defense Base Act Insurance Rates - Limitation - Cost-Reimbursement, Labor-Hour, and Time-and-Materials". The Contractor agrees to provide all other contractor employees with worker's compensation benefits as required by the laws of either the country in which the employee and subcontractors are working or the employee and subcontractor's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

H.7.6 DUTY FREE ENTRY PERMITS. The Government shall assist the Contractor in obtaining duty free entry permits for materials and equipment required under this contract for custom clearances. The Government shall not be liable if duty must be paid. The Contractor shall assist in the process of obtaining duty free entry permits for all tools, equipment, and materials to be used under this contract by submitting to the Contracting Officer:

A legible copy of the bill of lading;

A list of items, description, and value;

The number of crates or pallets within 10 calendar days in advance of their arrival in Kabul, Afghanistan;

Air shipments will be by DHL to U.S. Embassy, Great Maşoud Road, Kabul, Afghanistan; and Ocean shipments will be received in Karachi, Pakistan.

The Contractor shall bear all costs or delays for duties and taxes unless the Contractor provides supporting documents to show a change in host country law or procedures that occurred after the award of the contract.

H.7.7 ARMS EXPORT CONTROL ACT (AECA) AND INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR). The Contractor shall comply with §§ 38-40 of the Arms Export Control Act (AECA) (22 U.S.C. 2778-2780) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) as required, for the prosecution of work under this contract at no additional cost to the Government. Failure to be in compliance with AECA and ITAR by date planned for commencement of contract performance as well as during the entire performance of work under this contract may result in contract termination. Any penalties rendered to the Contractor, as a direct result of being found non-compliance with AECA and ITAR, will be the responsibility of the Contractor. For additional information on AECA and ITAR, see <http://www.pmddtc.state.gov>.

H.8 POST AWARD CONFERENCE. Within 15 days after contract award, the Government will hold a post award conference at the U.S. Embassy. The Government will provide the location, date, and time of the conference at the time of award. At the beginning of this conference, the Contractor shall present a detailed transition plan, as discussed below. Additionally, subsequent to contract award, the Contractor shall attend a 'kick-off' meeting at

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the Department of State, Arlington, VA, at which the specific contract security requirements and procedures will be fully explained. At a minimum, the Contractor's Facility Security Officer must be in attendance at the 'kick-off' meeting. The Government will provide the location, date, and time of the meeting when the contract is awarded.

H.9 TRANSITION PLAN

H.9.1 GENERAL. As part of its proposal, the Contractor is required to submit a Preliminary Transition Plan. The plan shall form the basis for the Transition Plan required under this contract. The Plan shall be presented in the form of a Bar Chart or time-scaled Diagram Schedule, indicating commencement and completion of the different plan elements for the entire transition period. The schedule shall be in sufficient detail to clearly show each portion of work and its planned commencement and completion date.

H.9.2 SPECIFIC TRANSITION PLAN ISSUES. The Contractor shall update and augment the Preliminary Transition Plan submitted as part of its proposal, so that it addresses at least the following areas:

- a. Recruitment
 - Types of advertising or other methods of identifying potential candidates
 - Plans for employee and subcontractor clearances
 - Planned start and end dates of recruitment
 - Incumbent recruitment for US, EXPAT, TCN and LN employees
- b. Clearances and Background Investigations
 - Timeline for confirming Top SECRET and SECRET clearances of Key Personnel (listed in Section H.11) with the Defense Security Service (DSS)
 - Timelines for conducting credit and police checks of all other personnel, submitting resumes to the Government for approval (see format in Exhibit M), submitting Moderate-Risk Public Trust applications to the Government for TCNs and Expats (see Exhibit J) and applications for local vetting for LNs (see Exhibit K)
- c. Training of New and Incumbent Employees and subcontractor employees
 - Types of training
 - Location of training
 - Instructors
 - Length of training
 - Categories of employee and subcontractor employees to be trained
 - Planned start and end dates of training
- d. Licenses and Permits
 - Identify all licenses and permits required to perform
 - Indicate which licenses and permits are in the offeror's possession, which must still be obtained, and the planned date by which each license or permit will be obtained
 - Provide copies of local licenses and permits as they are issued
 - Identify the type of assistance expected from Embassy staff in obtaining licenses and permits
- e. Insurance
 - Types of insurance that must still be obtained
 - Planned date by which all insurance will be obtained
- f. Identification of Priority Guard Posts
 - Assign priority to the selection, training, and clearance of all guard supervisors to be used under the contract
- g. Phase-In
 - Identify how the Contractor plans to interact with the outgoing incumbent Contractor for all requirements included in this solicitation.
 - Planned start and end dates of phase-in

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- h. Plans for Relief Guards and Relief Workers
- i. Timeline Interrelating All Transition Activities
 - The planned completion and timeline dates can be expressed as a calendar date, or as "X" number of days after occurrence of another event, such as contract award. For instance, if the Contractor does not plan to start phase-in until all recruitment is completed, state the date as "X" number of days after completing recruitment.
- j. Transition Progress Reporting
 - Develop a biweekly report for the Contracting Officer and COR that documents accomplishment of elements of the transition plan. The report will document problems that impact timely completion of the transition phase.

H.9.3 COMPLETION OF TRANSITION PLAN AND PROGRESS REPORT. The Contractor shall submit a transition plan for review and approval by the Government. The Transition Plan will be discussed during the post-award conference, with the Government providing input, recommendations. If required, the contractor shall revise the plan to incorporate the Governments comments and recommendation. The contractor shall submit any revised plan for final Government approval.

The contractor shall furnish the Contracting Officer and COR a biweekly report that tracks the progress of the transition process. The contractor shall describe any problems that will impact completion of transition in the time specified in the Transition Plan (see Section F).

H.10 PHASED TAKEOVER. The Government requires that the Contractor begin full performance of the contract requirements on a specific start date, but the Contractor shall transition and/or phase-in its services prior to that date. During the Phase-In/Transition period, the Government will pay only for hours provided and accepted. Failure of the Contractor to complete the phased takeover either within 90 days after contract award or by the start date stated in the Notice to Proceed, whichever is later, is grounds for termination of the contract for default.

H.11 KEY PERSONNEL

H.11.1 REQUIRED KEY PERSONNEL. The Contractor shall assign to this contract the key personnel shown in the below table.

Position/Function	Name
Project Manager (PM)	
Deputy Project Manager	
Guard Force Commander	
ERT Commander	
ERT Supervisor	
ERT Senior Guard	
Site Supervisor	
Shift Supervisor	
Dispatcher/Senior Guard	

H.11.2 SUBSTITUTIONS. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions. After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of

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the proposed action immediately. Prior to making the substitution, the Contractor will provide the information in Section H.11.3 to the Contracting Officer.

H.11.3 REQUIRED EXPLANATION. The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

H.12 RESERVED

H.13 VEHICLES. Vehicles utilized in support of the ESF under this contract are categorized as follows:

- Government provided, See Exhibit E
- Contractor provided, See Exhibit D

The Contractor shall ensure 4 out of the 5 Government furnished vehicles are operational at all times.

The Contractor shall keep all vehicles, Contractor and Government provided, in safe operating condition at all times with a valid safety inspection sticker attached, if required by local law. The Contractor shall provide all fuel, except for Government Furnished vehicles as identified on Exhibit E. The Contractor shall provide maintenance, lubricants and replacement parts for all the vehicles.

In addition to the vehicles required in support of the ESF, which includes the vehicles required to provide transportation to the ESF between Camp Sullivan and their posts, the Contractor shall provide all vehicles necessary to support the operations, maintenance, and repair services as well as the food services for Camp Sullivan. The Contractor shall use the vehicle maintenance facility on-site to maintain and repair vehicles. The Contractor shall be responsible for providing fuel, lubricants, oil, routine and special maintenance, care, cleaning and insurance for all contractor provided vehicles.

Contractor employees who operate vehicles in performance of this contract shall be properly licensed to operate such vehicles. All operators shall have maintained an operating record without significant traffic violations or accidents during the preceding five (5) years and during the period of performance of this contract.

H.13.1 ESF VEHICLE CARE. The Contractor shall provide organizational* and intermediate** maintenance and repairs for all vehicles (both Government and Contractor provided) required under the ESF requirement and keep all vehicles in safe operating condition at all times. The Contractor shall also provide care and cleaning of the vehicles.

Any repairs to the armor and ballistic glass on Government-furnished vehicles requires special attention by DEAV technicians ONLY.

*Organizational Maintenance – Maintenance which is the responsibility of and performed by a using organization on its assigned equipment. Its phases normally consist of inspecting, servicing, lubricating, adjusting, and replacement of parts, minor assemblies and subassemblies. Organizational maintenance (OM) activities normally do not require highly specialized skills or equipment.

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****Intermediate Maintenance** - Maintenance which is the responsibility of and performed by designated maintenance activities for direct and general support to using organizations. Its phases normally consist of calibration, repair or replacement of damaged or unserviceable parts, components of assemblies; the emergency manufacture of non-available parts; and providing technical assistance to using organizations. Intermediate maintenance (IM) includes activities requiring the use of specialized equipment or shops and greater specialization of skills than what is utilized at the OM level but not to the depth of Depot Maintenance repair.

See Exhibits D and E for the Preferred Parts List on the armored vehicles.

H.14 VARIATION IN QUANTITY

(a) The Government reserves the right to increase or decrease the number of hours required for each labor category of Standard Services shown in Section B.

(b) The Government reserves the right to increase or decrease the number of hours required for each labor category of Additional and Emergency Services shown in Section B.

(c) As long as the cumulative number of hours required due to increases or decreases is not less than 75 percent or more than 125 percent of the number of hours specified for that labor category in Section B at the time award, neither the Contractor nor the Government shall be entitled to an adjustment of the hourly rates. The Government will modify the contract to show any decrease or increase in the number of hours with a unilateral modification. The contract modification may include revisions to Section B, Exhibit A, Exhibit B, and any other portion of the contract requiring revision to reflect the increase or decrease in the number of hours.

(d) If the cumulative number of hours required as the result of any increases or decreases is less than 75 percent or more than 125 percent of the number of hours required for the labor category in Section B for either Standard Services or Additional and Emergency Services, the Government or the Contractor may request adjustment of the hourly rates under the Changes clause or the Termination clause. The allowable adjustment shall be based only on any increase or decrease in costs due to the variation above 125 percent or below 75 percent. Requests for adjustments shall be made within 90 days of the change in requirements that caused the hours to exceed the 25% variation. The Contractor and the Government shall sign modifications adjusting the hourly rates. If an agreement cannot be reached on the amount of the adjustment the Government shall prepare a unilateral modification and the Contractor may assert its rights under the Changes clause.

H.15. CONSENT TO SUBCONTRACT

H.15.1 GENERAL. This contract permits subcontracts for operations, maintenance, repair, food, EOD Dogs/Handlers and medical services subject to the restrictions set forth in C.2.3. If the word "NONE" completes the fill-in of H.15.2. below, then subcontracts for food services are prohibited under this contract.

H.15.1.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR'S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontract(s) for food services, as set forth in the offeror's technical proposal, incorporated by reference as set forth in H.15.2

H.15.1.2 CONSENT TO SUBCONTRACT NOT PROPOSED IN THE CONTRACTOR'S PROPOSAL. This contract prohibits subcontract(s) for food services that were not proposed in the Contractor's proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.

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H.15.1.3 Contractor's request for consent to subcontract. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials); and
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.2 GENERAL. This contract permits subcontract(s) for the operations, maintenance and repair services for Camp Sullivan to the restrictions set forth in C.2.3. If the word "NONE" completes the fill-in of H.15.3.2. below, then subcontracts for the operations, maintenance and repair services for Camp Sullivan are prohibited under this contract.

H.15.2.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR'S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontract(s) for the operations, maintenance and repair services for Camp Sullivan, as set forth in the offeror's technical proposal, incorporated by reference as set forth in H.15.2:

H.15.2.2 CONSENT TO SUBCONTRACTS NOT PROPOSED IN THE CONTRACTOR'S PROPOSAL. This contract prohibits subcontract(s) for the operations, maintenance and repair services that were not proposed in the Contractor's proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.

H.15.2.3 CONTRACTOR'S REQUEST FOR CONSENT TO SUBCONTRACT. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials);
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.3. GENERAL. This contract permits subcontract(s) for the medical services to be provided at Camp Sullivan to the restrictions set forth in C.2.3. If the word "NONE" completes the fill-in of H.15.3.2. below, then subcontracts for the operations, maintenance and repair services for Camp Sullivan are prohibited under this contract.

H.15.3.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR'S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontracts for medical services to be provided at Camp Sullivan, as set forth in the offeror's technical proposal, incorporated by reference as set forth in H.15.2:

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H.15.3.2 CONSENT TO SUBCONTRACTS NOT PROPOSED IN THE CONTRACTOR'S PROPOSAL. This contract prohibits subcontract(s) for medical services that were not proposed in the Contractor's proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.

H.15.3.3 CONTRACTOR'S REQUEST FOR CONSENT TO SUBCONTRACT. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials); and
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.4 GENERAL. This contract permits subcontract(s) for the EOD Doghandler(s) and EOD Working Dog(s) to the restrictions set forth in C.2.3. If the word "NONE" completes the fill-in of H.15.3.2. below, then subcontracts for the operations, maintenance and repair services for Camp Sullivan are prohibited under this contract.

H.15.4.1 CONSENT TO SUBCONTRACTS PROPOSED IN THE CONTRACTOR'S PROPOSAL. By award of this contract, the Contracting Officer hereby provides consent for the following subcontracts for EOD Doghandler(s) and EOD Working Dog(s), as set forth in the offeror's technical proposal, incorporated by reference as set forth in H.15.2:

H.15.4.2 CONSENT TO SUBCONTRACTS NOT PROPOSED IN THE CONTRACTOR'S PROPOSAL. This contract prohibits subcontract(s) for EOD Doghandler(s) and EOD Working Dog(s) that were not proposed in the Contractor's proposal with the following exception: The Contractor may terminate a subcontract and replace it with another subcontract, provided the Contractor receives prior consent from the Contracting Officer.

H.15.4.3 CONTRACTOR'S REQUEST FOR CONSENT TO SUBCONTRACT. In seeking the consent of the Contracting Officer, the Contractor shall provide the following information, in writing, to the Contracting Officer:

- Statement of the procedures used to elicit competition or justification for selecting the proposed subcontractor on a noncompetitive basis;
- A summary of the proposals received, including prices, and the rationale for selection of the proposed subcontractor;
- Basis for determination of responsibility of the subcontractor, e.g., summary of experience and financial resources of proposed subcontractor;
- Proposed subcontract type (e.g., firm fixed-price, labor-hour, time-and-materials);
- Written assurance that the proposed subcontract contains all necessary terms and conditions to ensure that the subcontractor is required to perform in accordance with the terms and conditions of this contract.

H.15.4.4 CONTRACTING OFFICER CONSENT. The Contracting Officer will review the documentation submitted and the Contractor shall provide any additional information requested

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by the Contracting Officer. If the Contracting Officer determines that consent to subcontract is in the best interest of the Government, that consent will be provided in writing to the Contractor.

H.16 STORAGE

Existing STORAGE space will be assigned to the Contractor by the COR for storing appropriate supplies and/or equipment needed to perform the work. If the Contractor requires additional space, storage or otherwise, the Contractor is responsible for ensuring the cost of such space is included in the proposed pricing. All inflammable supplies will be stored in separate inflammable material storage facilities supplied by the Contractor and approved by the COR. The Contractor shall keep any assigned storage areas clean at all times.

The Government will not be responsible for damage and/or loss to the Contractor's stored supplies, materials, equipment, or the personal belongings of the Contractor's employees and/or subcontractors occasioned by fire, theft, accident, or otherwise.

Failure to keep any of the storage facilities described above in a clean and orderly condition, satisfactory to the COR, will be recorded as deficiencies in performance of the contract.

H.17 LOST AND FOUND

The Contractor shall turn in all articles found on Camp Sullivan to the COR, PM or DPM. The Contractor acknowledges all Contractor staff and/or Contractor subcontractors are forbidden from keeping materials found. Any Contractor employee, who fails to comply with this policy, shall be subject to disciplinary action up to and including dismissal from Camp Sullivan.

H.18 HAZARDOUS AND/OR COMBUSTIBLE MATERIALS

The Contractor shall be sensitive to dust, dirt, water, and mechanical damage that may result if improper handling of the equipment occurs, therefore the Contractor shall ensure the equipment is properly taken care of during this contract.

Hazardous situations may exist within Camp Sullivan, e.g., the vehicle maintenance area, which contains service pits and other potentially hazardous heavy tools and equipment. The Contractor shall ensure that all Contractor staff is properly briefed on appropriate safety measures while in Camp Sullivan. The Contractor is solely responsible for all Contractor and/or Contractor subcontractor staff behavior, particularly Contractor or Contractor subcontractor staff who may behave or work in an unsafe or hazardous manner resulting in an accident, injury, or death.

In the event of spillage of potentially hazardous material, e.g., grease, it is the responsibility of the contractor to immediately clean the area to avoid a hazardous situation that may result for instance in someone falling, slipping, etc.

Combustible materials used by the Contractor that may contain a residue of animal, vegetable, or mineral oils, subject to spontaneous ignition, shall be removed from the premises immediately (that day) after the services are performed. The Contractor is responsible for disposing of such materials in a manner consistent with Afghanistan regulations. Such materials may not be disposed of in Camp Sullivan indoor or outdoor refuse containers if the possibility of combustion is present.

H.19 INTERFERENCE WITH BUSINESS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and/or Government staff. The Contractor will carefully schedule work to avoid interfering with additional work or operations as may be

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directed by the COR. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.20 SAFETY AND HEALTH REGULATIONS

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of all employees to include employees of subcontractors and leases and of members of the public and shall comply with all applicable safety and health regulations and requirements.

The Government reserves the right to deny access to, or the use of, unsafe, broken, and/or unsecure tools, equipment, and/or vehicles at Camp Sullivan at any time. This specifically includes Contractor and/or Contractor subcontractor items.

The Contractor shall maintain an accurate record of, and shall report to the COR, all cases of death, occupational disease, or traumatic injury to employees and of members of the public and any property damage as a result of performance under this contract.

H.21 SAFEGUARDING OF INFORMATION

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization by the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photography concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment, employee agreements or similar personnel documents and in all subcontracts hereunder. All classified materials will be viewed at DoS facilities.

H.21.1 MEDIA RELATIONS

The Contractor shall advise all employees as well as its subcontractors of its established policy and guidelines for dealing with media, press and other inquiries about the company's customers, business, and other information deemed important and/or business sensitive. A copy of the company's media relations policy as well as that of any subcontractor shall be provided as part of the proposal. The Contractor shall update this document within 10 days after contract award.

H.22 DEATH/SERIOUS INJURY NOTIFICATION AND FAMILY SUPPORT GUIDELINES

H.22.1 DEATH/SERIOUS INJURY NOTIFICATION. Proper handling of deaths and serious injuries as the result of performance under this contract is paramount in maintaining an effective and efficient guard and support staff. Therefore, the Contractor and Subcontractors shall have a Death/Serious Injury Notification Policy in place before performance begins. The Contractor shall submit a copy of its policy or draft policy with its proposal along with the policy or draft policy of its Subcontractors. A copy of these policies or updated versions shall be submitted with in 10 days of award.

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H.22.2.1 NEXT OF KIN NOTIFICATION. The Contractor or Subcontractors shall be responsible for in-person notification of the employee designated next of kin of a deployed employee in the following circumstances:

- (1) Death of Employee(s)
- (2) Injured Employee(s) (requiring evacuation)
- (3) Missing Employee(s)
- (4) Captured Employee(s)
- (5) Other similar catastrophic events

In all cases, the Contractor shall be responsible to immediately notify the RSO in accordance with F.6 .

H.22.3 EVACUATION OF BODIES. In the event of the death of a Contractor or Subcontractor employee, the Contractor or Subcontractor is responsible for the evacuation of the body from the point of identification to the location specified by the employee or next of kin, as applicable. Repatriation and funeral arrangements shall be closely coordinated with next of kin. The Contractor, not the Subcontractor, shall keep the RSO informed of these arrangements and submit a weekly report until the RSO otherwise directs.

H.22.4 SERIOUS INJURY. In the event of serious injury requiring evacuation, the Contractor, not the Subcontractor, shall keep the RSO informed of the individual's medical conditions and submit a weekly report until the RSO otherwise directs.

H.22.5 INSURANCE. The Contractor or Subcontractor is responsible for all issues dealing with exclusions contained in an employee's personal insurance policies that may be provided through its compensations package as negotiated with that employee.

H.23 WEEKLY SUMMARY REPORT. The Contractor shall submit a weekly summary report to the COR and DS/IP/OPO in accordance with F.6 (44). This Summary Report shall contain, but not limited to:

- Personnel Issues (includes personnel count and any personnel incidents)
- Operational & Intelligence Issues
- Training Issues
- Imprest & Expenditure Issues
- Weapons Issues
- Ammunition Issues
- Communication (Telcom) Issues
- Equipment Issues
- Variance Report

H.24 RESTRICTED DISTRIBUTION OF DOCUMENTS

The following are official documents of the U.S. Department of State (DOS):

- Exhibit G – Qualification Course of Fire
- Exhibit S – Emergency Response Team (ERT) Manual
- Exhibit T – Defensive Markman Training Course

Access to these is limited to members of your contract team and may only be viewed on a need to know basis. There shall not be more than two (2) hard copies and zero (0) electronic copies

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made of each of the above referenced documents for distribution. The above referenced documents shall be used on this contract only and shall not be used on any other contract nor given or sold to another company. The contractor and its employees shall exercise the utmost discretion in regard to all matters relating to these documents. They shall not communicate to any person any information known to them because of their access to the above referenced documents. These documents are for use on this contract and are the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of these documents shall be published or disseminated through any media. The above does not cease upon submission of the contractor's proposal, notice of being an unsuccessful offeror, or the expiration or termination of the contract which is the result of this solicitation. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

The documents referenced in this section shall be stored in a separate locked, secured container.

Within 20 days of the expiration or termination of this contract, the above referenced documents shall be returned to the Department of State, Bureau of Diplomatic Security, Office of Overseas Protection, SA-20, 16th Floor, 1801 N. Lynn Street, Arlington, VA 22209. ATTN: Chief, Contracts Support Branch. The package shall reference the contract number as indicated on this document. Furthermore, the contractor shall certify it has not made any copies or distributed this information to any person or entity.

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